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# ANNUAL REPORT

OF THE

# State Board of Arbitration

## FOR THE YEAR 1891.

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## SIXTH ANNUAL REPORT.

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*To the Senate and House of Representatives in General Court assembled.*

There have been during the last year no startling movements or upheavals in that part of the industrial world which comes most closely under our observation. It is true that, early in September, a monster strike seemed imminent, when the combined mills of the chief cotton manufacturing city in New England declared an intention to reduce the wages of their operatives, because of depression in business, over-production and the low prices at which the products of the mills were then being sold. When the scheme of a general reduction of wages was made public, it was ascertained that the working people of Fall River would offer a united resistance to the change. At the time set for the change, moreover, the market was in a much better condition than it was a month previously. These two features of the situation taken together were enough to induce a change of purpose, and the idea was abandoned.

The fact that such a plan should have been seriously contemplated, as a means of ameliorating a business condition for which the mills, and not the operatives, were responsible, is, of itself, a sufficient explanation, not to say reason, why labor organizations are formed. The incident is also a warning to the whole community that, even in Massachusetts, where so much progress has been made in labor legislation, the industrial problem is still very far from being settled, and that there is room for broader and more en-

lightened views concerning the relations of men, one to another, in the operations of the industrial world. In some quarters, considerations like these receive scant notice. They are dismissed as irrelevant, the arbitration of public opinion is demurred to, and the shibboleth of the centuries is repeated, that all these things are, and of right ought to be, determined by the so-called law of supply and demand, when it may be that the very uneasiness of the present age concerning social and industrial questions arises from too close observance of maxims of a political economy which never regarded all men as "free and equal" for any purpose whatever.

The question of the true underlying principle of wages may be discussed by some as an abstract proposition, of no practical importance to the practical student of political economy and social ethics; but for this Board, which is frequently called upon, in the exercise of its duties, to decree in the name of the Commonwealth what shall be a fair return, in wages, for the work of large numbers of men and women, it is of utmost importance that true and sound principles should be found, to regulate and guide the consideration of the question. Suffice it to say, that any man or board entering upon a consideration of this kind, under the existing conditions of public sentiment, would find the law of supply and demand, taken by itself alone, a very inadequate and insufficient aid to a just and enlightened decision.

No part of the Board's duties is assumed with a deeper sense of responsibility than is felt when a manufacturer and his employees join in requesting the Board to fix a price or prices for work to be done with the aid of a machine, which perhaps has not been in use long enough to afford a sufficient test of its capacity and real usefulness. In such cases there is usually a wide difference between the workmen and the employer or the seller of the machine, because it is,

apparently, the interest of the operatives to rate the capacity of the machine at a low figure, and the interest of promoters of the machine to make it appear at its very best. The aim of this Board in the decision of cases of this character is to set a piece-price, — so much per pair or by the dozen, or case, — which will afford to a workman, not of the highest skill and speed, but of average ability, fair wages for a fair day's work. If a machine has not been long in the market, the burden of proof should rest upon those who make claims for it as a labor-saving contrivance. After all the evidence which is accessible has been obtained, the workman, who must operate the machine and learn its peculiarities, is entitled to the benefit of any doubts that may remain unsolved, and the price should be set high enough to make sure that in the exercise of due diligence his earnings will not fall below what he had previously received.

The Board has had occasion several times during the last year to apply the principles here briefly stated, and while we have not always considered it safe for us to credit the particular machine under consideration with all the advantages which were claimed for it, yet, our decisions have been acquiesced in by the manufacturers and by the representatives of the machine, and they have unhesitatingly endorsed as correct the general principles here stated as the ground of the Board's action in such cases. It is gratifying also to note that of late the unions have shown a disposition to accept a fair price on a machine, and let it prove for itself, by experience, what it can do.

Another and analogous source of controversies in mills and manufactories appears when a new style or grade of goods is introduced, with which the operatives are not familiar. A price is fixed by the manufacturer or his foreman, which may be fair, but is frequently based upon what the operatives may reasonably be expected to do after they have become familiar with the changes which have been



introduced. Strikes have occurred from such causes during the past year because the operatives were unable to earn as much as they did previously; and the question inevitably arises: Is it fair that the operatives, who are wholly dependent upon their daily wages, should suffer any diminution of earnings during the interval in which they are adjusting themselves to the new order of things? Manufacturers say that if, at first, they make the price a little higher than it ought to be, they can never get it reduced afterwards, and doubtless there is some reason for the remark; but in most cases of the kind referred to, the way is open to both employer and employees to agree upon a temporary price by the day or week, equal in amount to what the workmen were earning before, and thus the expense of testing the machine will fall, where it ought to fall, upon the agent or seller of it, and in the other class of cases mentioned, the employer, rather than the workman, will bear the temporary loss which may accompany a change in the methods of manufacturing or in the style of the product.

The controversy between the morocco manufacturers and workmen, in Lynn, which at the date of our last annual report was still being agitated, came to an end early in April. The organization which had guided and advised the workmen in this movement declared the strike off; and those who could obtain employment in the shops were at liberty to do so. On this turn of events, individual workmen requested the Board to intercede with the manufacturers in their behalf and procure for them if possible reinstatement in their old places. This service was cheerfully rendered. Some of them were re-employed, but a considerable proportion of the men who struck have not since found employment at their trade, in Lynn. The most cursory reading of our last annual report will account for the firm belief entertained by the members of this Board and by others, that if the State Board had not been unneces-



sarily interfered with, in its attempts to bring the parties together, the controversy might have ended through the mediation of the State Board in a satisfactory settlement, four or five months sooner. It will always be difficult to explain on reasonable grounds why representatives or officials of any union or association should think it necessary for the welfare of the order, or for any reason advisable, to ignore or put aside any opportunity or means of effecting a settlement, which the law of the State affords. A settlement is what is most desired by everybody affected by a strike or lockout, and if, for any reason, a particular man or committee is unable to accomplish the desired result, it is no more than ordinary prudence to attempt it by some other means, rather than to undergo rashly the risk of utter defeat. In these matters, the practical common-sense view is the one which commends itself for all time.

In line with the experience of former years, the Board has found fresh reason to renew its confidence in the power of a free and candid public opinion applied to differences arising between employers and employed. With added experience and greater familiarity on the part of the business world with the methods and principles by which the action of the Board is regulated, the efficiency of the State Board as a conciliator has increased; and on the side of arbitration, it is a gratifying fact that in every such case, the advice offered and the price-lists recommended have been cheerfully accepted by all parties, with permanent good results to the business affected.

The law passed in 1890, authorizing the appointment, by the Board, of expert assistants, in cases submitted on joint application, one to be named by the employer and one by the employees, has been tried for a year; and, although the practical application of the new law has been accompanied with some delay, and in other respects does not yet fully meet the expectations of its friends, it should certainly be

given the benefit of a further trial. When each party is allowed by law to name an expert to assist the Board in obtaining information of a technical kind, the inevitable result is that each party is bound to think better of the decision when it is reached, than he would otherwise have done, and much criticism is in this manner forestalled.

The Board has received, from time to time, gratifying assurances from other States and other countries, that the work of arbitration and conciliation carried on in Massachusetts in the name of the State, that is, of the whole people, is watched with increasing interest, and with a readiness to acknowledge whatever degree of success is met with.

We are fortunate in this, that our community is quickly responsive to any complaints of wrong or injustice, and eager to find some way of substituting for evil or unfavorable conditions of life, greater comfort, wider education and a general amelioration of the hard lot of the toiling millions. If additional evidence is desired, to prove that our Commonwealth has adopted the best course in dealing with questions of labor, it may be found in the recently published report of the Royal Commission on Strikes in New South Wales. After a full discussion of the recent strikes in New South Wales, and the various suggestions which have been offered with a view to prevent the recurrence of such controversies in the future, the commissioners proceed to recommend the establishment of a tribunal and a course of procedure, with which we have already become somewhat familiar by experience here in Massachusetts. The report says : —

The great weight of testimony is distinctly to the effect that the existence of a State Board of Conciliation would have a wholesome and moderating effect. Such an institution, clothed with the authority of the State, would stand before the public as a mediatory influence always and immediately available, and public opinion

would be averse to those who, except for very good cause shown, refused to avail themselves of its good offices.

. . . . .

Taking all these things into consideration, we recommend that in the first instance, at least, and until circumstances justify some further differentiation in the constitution of the labor tribunal, there should be only one Board, but that this one Board should be empowered in some form to discharge, as occasion may require, the double duty of conciliation and arbitration. That is to say, that its first efforts should be towards bringing about a voluntary agreement between the parties, and failing that, that the Board . . . should discharge the duty of adjudication and pronounce a decision.

. . . . .

It should be borne in mind that a State Board of Conciliation in no way whatever prevents the existence of private agreements in particular trades; on the contrary, the evidence is clear that the existence of such agreements leads to a better understanding of the mutual relations of employers and employed, and also facilitates the work of the Board in giving a decision. Private conferences — private efforts at conciliation — may fittingly take place in any and every trade, but the advantage of a State Board is that it is there, always in existence, to deal with any case that has proved too obstinate for private settlement. All disputes should, if possible, be settled within the trade itself, and there would be the greater probability of this being done if it were known that, failing a settlement, either party could force the case before the State Board of Conciliation.

. . . . .

No quarrel should be allowed to fester, if either party were willing to accept a settlement by the State Tribunal. Industrial quarrels cannot continue, without the risk of their growing to dangerous dimensions, and the State has a right in the public interest, to call upon all who are protected by the laws to conform to any provision the law may establish for settling quarrels dangerous to the public peace. We may mention, in support of

this view, that we have already some pertinent and valuable experience. The Newcastle agreement, which represents the mature experience of the colliery proprietors, and of a compact body of about five thousand coal miners, provides that differences which cannot be settled out of court may be submitted to a referee, and that either party may set the court in action. Five cases have hitherto been so submitted, the miners having in each case taken the initiative, the masters coming into court to defend their position.

. . . . .

There is every reason to expect that in the very great majority of cases the decision of arbitrators will settle the dispute, and that it is not worth while, therefore, for the sake of making universal compliance, to introduce the repugnant element of compulsion. Moreover, as has been pointed out by witnesses on both sides, although a Court of Arbitration might inflict fines and penalties, it could not compel men to work for less wages than they were contented with, because they could all give their legal notice, and quit their occupation; nor could an employer be compelled to keep on his business for a lower rate of profit than would in his judgment compensate him for his risk and trouble. The law cannot prevent him from refusing to take any new business and closing his establishment. It may be added that the absence of external compulsion does not prevent the parties from putting compulsion on themselves. All who want compulsion can have it. They can agree to a bond before going to arbitration that would give a right to sue a defaulter.

. . . . .

The evidence before us has, however, impressed us with the conviction that the continuous operation of conciliation and arbitration will tend to assuage the bitterness of the dispute, to remove much misconception and suspicion, to bring the merits of the controversy more clearly into view, to diminish the force of the contending influences, to bring the disputants nearer together, to educate public opinion, and if new laws should be necessary, to prepare the way for such legislation. While, therefore, we do not pretend that a State organization for conciliation and arbitration would, under the existing circumstances, be a perfect cure for all in-



dustrial conflicts, we are of the opinion that it would render inestimable service in the right direction, and that its establishment should not be delayed. . . .

The moral and material advantages which the commissioners anticipate from the establishment of a State board of arbitration and conciliation in the British colony have already been experienced in Massachusetts to a very considerable degree, and it may be hoped will be even more evident in the future.

The law of the State concerning arbitration is given below, being chapter 263 of the Acts of 1886, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385: —

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the

term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent



claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon ; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order ; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty under the direction of the board to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute may have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty ; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine

them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding

ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury

of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service ; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth ; and both before and after said date they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the Commonwealth.

The yearly earnings of the workmen and workwomen directly affected by the controversies which have been dealt with by the Board during the year 1891, are estimated at \$2,307,000 ; and the total yearly earnings, in the factories, etc., involved, amount to about \$9,038,750. The total expense of maintaining the State Board has been \$8,592.36.

In the following pages are given accounts or reports of controversies which have attracted the notice of the Board during the year, the details being supplied only so far as may be necessary for a proper understanding of the questions involved and the results attained.



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REPORTS OF CASES.

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### JONATHAN BROWN & SONS — SALEM.

On January 6, it came to the knowledge of the Board that a strike had occurred on the 3d instant, in the shoe actory of Jonathan Brown & Sons, at Salem, involving upwards of one hundred and fifty persons. Upon inquiry made by the Board, it appeared that all the workmen employed in the factory were in the strike, except the cutters and stitchers; that the firm had sought to reduce the price for McKay stitching from forty cents to thirty-five cents; that there was a considerable amount of uneasiness throughout the factory, and a feeling unfavorable to a foreman who had been recently engaged by the firm.

The Board called upon the firm and were assured, in answer to inquiries, that in case the workmen should decide to return to work, the firm would re-employ all of them, without prejudice or discrimination or any unkind feeling, and that there would be no cut-down of wages in any department. The further assurance was added by the foreman, who was objected to by the employees, that, if he had done anything to offend anyone, it was unintentional, that he had been misunderstood, and if the men would return, he would do all he could to promote harmony and good feeling between the men, the firm and himself.

Some of the striking employees belonged to labor unions, but for the purposes of this case they acted together as a "shop's crew." They met on the 9th, and, after a full discussion of the situation, voted that, in view of the promises and assurances made to them by the firm and the foreman, through the State Board of Arbitration, they would return to work as soon as Mr. Brown was ready to receive them.

Some of the workmen resumed work on the following day, and the rest on the next Monday.

The settlement gave satisfaction to all concerned.

#### ACUSHNET MILLS — NEW BEDFORD.

A strike of mule spinners occurred on Dec. 6, 1890, in Acushnet Mill No. 1, in New Bedford. For several weeks the spinners had complained of "bad work," caused as they said by poor "roving," by reason of which they were unable to earn as much as was earned by spinners employed in a neighboring mill. The attention of the management had been directed to the matter by the workmen, and a better quality of roving requested. They were several times told that the work would in time come better, and they must be patient. No improvement being perceived, the men struck.

The interposition of the Board was not requested by either party to the controversy, but on January 15 the Board visited New Bedford, of its own motion, called upon the agent of the mill, and met a committee of the workmen who were involved in the strike.

The agent would not admit that the men had any just cause of complaint, and said that certainly there was nothing on his part to submit to arbitration. He complained that the spinners, by going out on a strike, as they had done, had violated the regulations of their own union; and so far was he from making any concession, or even holding out a hope of anything better for the men, that he was not prepared to say that he would agree to take them back in a body, without some assurance for the future, the nature of which he would make known whenever they should manifest a desire to return to work on the same terms and under the same conditions as when they struck.

Subsequently the Board had an interview with the spinners, and discussed the circumstances of the case with them. The attitude of the agent, as reported by the Board, was

not calculated to aid the Board in persuading the workmen to agree to a fair and reasonable settlement of the strike, but the affair had drifted so long without any result, the Board at length offered the following suggestion as indicating what under all the circumstances seemed to them the best course to pursue: That the meeting of the spinners consider the advisability of returning to work, stating that they did so by the advice of the State Board, and then, if the grievances complained of should continue, that a committee from the union should call upon the agent of the mill with a view to obtaining redress. If, after resorting to these methods of obtaining what they considered right, they were still without redress, they were recommended to pursue their work as usual, and place the case formally before the State Board, who would then deal with it as the law prescribed. The workmen who were present seemed to be favorably impressed by the Board's suggestions, which were brought up and discussed subsequently at a meeting of the union, held on the same day. But the meeting, after debate, voted 47 to 34 in favor of continuing the strike. Other spinners were engaged or were already employed on the mill, and the affair was practically lost to public notice until an arrangement was at last agreed to, on or about January 31, under which the spinners, or some of them, returned to their former working places.

If the suggestion of the Board had been adopted, the workmen would have been better off by the amount of two weeks' earnings, at least, and we cannot but think that the small adverse majority could easily have been reversed, if there had been some expression, however slight, on the part of the agent of a wish for a settlement. Unfortunately the feeling of irritation, naturally induced by the strike, and a determination to prevent, if possible, a recurrence of the trouble, unquestionably tended to prolong a dispute which was a source of pecuniary loss to the workmen and an evident annoyance and source of trouble to the mill management.

## WAMSUTTA MILLS — NEW BEDFORD.

On January 26, at noon, occurred a strike of the spinners employed in Wamsutta Mills 1, 2 and 3, because of a notice from the management that the employees would be expected to work until 12.15 o'clock and until 7 o'clock at night, during five days, in order to enable the mills to shut down during Saturday for repairs, and still make the customary week's run of sixty hours.

The spinners were unwilling to do any overtime work, and those employed in three mills, together with back boys and doffers, about sixty-five in all, went out at the usual time at noon, although the power was not shut off.

On the following day the strikers were joined by the spinners employed in three other mills, who refused to go to work until the first strikers were re-instated on the regular schedule of time. This the agent refused to do, and the spinning-rooms in these mills were at a standstill.

In this state of the case, on the 27th, officers of the spinners' union in New Bedford were notified that the Board would visit that city on the 29th instant, for the purpose of inquiring into the circumstances of the strike and effecting a settlement if possible. Early on the morning of the 29th, however, the Board was informed by telegram that the controversy had been settled on the 27th.

## MYERS &amp; ANDREWS — BOSTON.

On January 24 a strike occurred in the cutting-room of Myers & Andrews, of Boston, who were engaged in the business of manufacturing men's and boys' clothing. Upon inquiry the Board learned that in 1886 the clothing manufacturers of Boston and a committee of the Boston Clothing Cutters and Trimmers' Union had agreed upon and put in force a list of prices for cutting, which list was printed and was said to be in force in substantially all the establishments



of this character in the city. Myers & Andrews had paid their cutters according to the list, except for work done on children's clothing. On this, for some time past, prices less than the list prices had been paid and received, but against the protests of the union. The strike was at last resorted to for the purpose of enforcing the list prices.

The firm said that they found the competition against them in New York, rather than in Boston, and that in the present condition of the trade they could not afford to pay the prices demanded, because of the materially lower prices paid for the same work in New York. The firm also proposed to use a cutting machine, to which the union was understood to be opposed.

After several interviews had been had with the parties separately, the Board at length, on February 1, succeeded in getting them together in the presence of the Board, for a conference. Several propositions were advanced on either side as a basis of settlement, none of which was agreed to; and the meeting broke up, with no definite results. The conference was, however, renewed at the suggestion of the Board, on February 18, at which time the following agreement was entered into: —

*Agreement made this eighteenth day of February, 1891, in the presence of the State Board of Arbitration, between the firm of Myers & Andrews, of Boston, and the Boston Clothing Cutters & Trimmers' Union.*

For the purpose of settling the existing controversy it is agreed: That the firm will re-employ all the cutters and trimmers who went out, on the same conditions that prevailed at the time of the strike; will employ union cutters and will pay prices for piece-work according to the annexed union bill of prices, including extras, no objection being made to the use of the one machine in the cutting-room, or to the employment of the same week hands as before; that cutting in New York be discontinued at the end

of ten days from this date, and not be resumed before the first day of July next; that the workmen are to be paid for the work actually performed by them respectively, at the time when they went out.

MYERS & ANDREWS,

WM. E. COGSWELL, *President*,

WALTER HEWETT,

ALBERT R. PERKINS,

*Business Committee B. C. C. & T. Union.*

### LIST OF PRICES FOR CUTTING FOR 1886.

*Agreed upon by a Joint Committee Representing the Clothiers and the Cutters' Union.*

	Four at a Time.	Two at a Time.	Sep- arate.	Single.
<i>Men's and Youths' :</i>				
Skeleton oversacks, . . . . .	—	10	15	18
Double-breasted and single-breasted over- sacks, . . . . .	—	9	12	14
Single-breasted ulsterettes, . . . . .	—	10	15	18
Usters, . . . . .	—	10	15	18
Skeleton ulsters, . . . . .	—	11	16	20
Surtouts, lapels cut on, . . . . .	—	10	15	18
Surtouts lapels cut off, . . . . .	—	11	16	19
Double-breasted frocks, lapels cut on, . . . . .	—	9½	14½	17½
Double-breasted frocks, lapels cut off, . . . . .	—	10	15	18
Single-breasted frocks and English walk- ing-coats, . . . . .	—	9	13	15
Double-breasted sacks, . . . . .	—	8	11	13
Single-breasted sacks, . . . . .	—	7	10	13
Skeleton sacks, patch pockets, . . . . .	—	8	11	14
Reefers, . . . . .	—	8	11	13
Norfolk blouse, lined, . . . . .	—	10	15	18
Norfolk blouse, skeleton patch pockets, . . . . .	—	10	15	18
Short capes, . . . . .	—	3	4	5
Cape to waist, . . . . .	—	5	7	9
Leather jacket, . . . . .	—	—	—	37½
Leather vests, . . . . .	—	—	—	28
Thin ulsters, . . . . .	5	7	—	—
Thin dusters, . . . . .	4½	6½	—	—
Thin undersacks, . . . . .	4	6	—	—
Alpaca and seersucker, . . . . .	5	7	—	—
India seersucker, same as woolens.				
Pants, plain, . . . . .	—	5	7	8½
Whole falls, one cent extra.				
Linen and cottonade, . . . . .	3	—	—	—
Vests, . . . . .	2½	3½	4½	6
Skeleton vests, . . . . .	5	9	—	—
Full double-breasted vests, . . . . .	—	4	6	7



*List of Prices for Cutting for 1886—Concluded.*

	Four at a Time.	Two at a Time.	Sep- arate.	Single.
<i>Boys':</i>				
Double-breasted and single-breasted over- sacks, . . . . .	—	8	10	12
Skeleton oversacks, . . . . .	—	9	12	15
Ulsters, . . . . .	—	9	13	16
Double-breasted sacks, . . . . .	—	6½	9½	12
Single-breasted sacks, . . . . .	—	6	9	11
Norfolk blouse, lined, . . . . .	—	9	12	15
Norfolk blouse, skeleton patch pocket, . . . . .	—	10	14	17
Thin undersacks, . . . . .	3½	—	—	—
Boys' pants, Alexis or school, . . . . .	—	4½	6½	7½
Boys' vests, Alexis, . . . . .	—	3	4	5
Alexis or school suits, . . . . .	—	13	19	22
Capes, . . . . .	—	2	3	4
<i>Children's:</i>				
Short pant suits, plain, with vest, age four to thirteen, . . . . .	—	12	18	21
Short pant suits, plain, no vest, age four to thirteen, . . . . .	—	9	14	17
Knee pants, . . . . .	—	3	4	5
Inserted plait suits, no vests, . . . . .	—	12	18	21
Plaited suits, no vests, . . . . .	—	13	19	22
Single-breasted and double-breasted over- coats, . . . . .	—	7	10	12
Skeleton single-breasted and double- breasted overcoats, . . . . .	—	8	12	14
Ulsters and ulsterettes, . . . . .	—	9	12	15
Skeleton ulsters and ulsterettes, . . . . .	—	10	15	18
Capes, . . . . .	—	2	3	4
Sailor blouse suits, . . . . .	—	10	15	18
Kilt suits, plaited skirt, . . . . .	—	9	13	16
Kilt suits, plaited back, . . . . .	—	8	12	15
Matched skirt, one cent extra.				
Linen suits, with vests, . . . . .	7	—	—	—
Linen suits, no vests, . . . . .	6	—	—	—
Cotton waists, . . . . .	1	—	—	—
Plain shirt waists, per dozen, . . . . .				\$0 50
Plaited shirt waists, per dozen, . . . . .				55
Linen shirt waists, per dozen, . . . . .				60

*Extras.*

Opening goods for overcoats, 4 cents each garment.

Lengthening or shortening overcoats, ½ cent per inch.

Bottom facing on overcoats, 1 cent extra.

Matched and patch pockets, 1 cent extra each.

Fly strap, dress, outlet on bottom, hip pocket cut in, welt seam,  $\frac{1}{2}$  cent each.

Size ticket on pants,  $\frac{1}{4}$  cent; if written,  $\frac{1}{2}$  cent.

Opening crease on pants, 1 cent each garment, in lot.

Button stand on vest,  $\frac{1}{2}$  cent.

Backing vests,  $1\frac{1}{2}$  cents.

Lining vests, 1 cent.

Sewing tickets on coats and vests,  $\frac{1}{4}$  cent each.

Extra sizes, each garment, 1 cent.

Two or more sets of patterns used on one lot, 15 per cent. extra.

Backing vests: boys',  $1\frac{1}{2}$  cents; Alexis or school, 1 cent.

Patch and matched pocket, 1 cent each.

Sewing on ticket,  $\frac{1}{4}$  cent each garment.

All sample garments, double the price.

All lots of 25 or less,  $\frac{1}{2}$  cent extra on each garment.

Extra work on overcoats on account of lap seams, to be paid for extra.

All extras not mentioned in this bill, to be paid for.

"V," damaged goods and variations from this bill, to be regulated by each shop organization.

MYERS & ANDREWS,

WM. E. COGSWELL,

*President.*

Boston, Feb. 18, 1891.

This agreement terminated the strike, and the men returned to work on the 19th. Subsequently, in the summer, the business was removed from Boston to New York, according to a plan conceived at the time of the strike, with a view to obtaining the benefit of the lower prices for making garments, which prevailed in that city. It is to be hoped, however, that this hitherto prosperous and enterprising firm will find a way to return with their business to Boston, and that the cost of cutting and making garments for the retail trade may be more fairly adjusted between the great centres of population, and in such manner that the wages of respectable and intelligent men and women who work at the trade here, shall not be subject to the ruthless competition of the "sweat shops" of New York, or the newly imported "pauper labor" of Europe.

## GREGORY &amp; Co. — SOUTH FRAMINGHAM.

The Board went to South Framingham on February 6, for the purpose of inquiring into the circumstances of a strike which had occurred in the shoe factory of Gregory & Co. at that place. It was ascertained that, in the beginning, the strike was occasioned by a difference of opinion between the treers and heel-burnishers and the firm as to wages, but afterwards substantially the whole number of employees, ordinarily about four hundred in number, had become idle.

The Copeland treeing machine had recently been introduced into the factory, but no piece-price was agreed to. The men had worked on the machines for a while, and when an attempt was made to fix a price, they demanded sixty cents per case, and the firm offered to pay fifty cents per case, which they said was the price paid in other shops on this machine. There appearing to be no prospect of an agreement, the workmen struck. The firm had also named, as prices for work on the Rockingham burnishing machine: two and a half cents per dozen, for shoes, and three and a half cents per dozen, for boots. These prices had not been agreed to by the union; and when the men employed on this machine went out with the others, they were replaced by a man and a boy who did not belong to a union.

Having ascertained the most prominent facts of the controversy from either side, an invitation was sent to both parties to meet with the Board at South Framingham, on the 10th instant, in order to effect a settlement, if possible. At the appointed time and place the Board were met by the superintendent, Alvah T. Bridges, and by a committee of the union which represented the employees of the factory. After a full discussion, the controversy was ended, by agreement, temporarily at least, and thus further time was given for a sufficient testing of the machine, and the establishment of a union price in some other factories.

The following is a memorandum of the agreement made at this conference between the firm of Gregory & Co. and the General Executive Board of the Boot and Shoe Workers' International Union, to wit:—

*First.* It is agreed to take back all people ordered out February 3, 1891; and all people then employed who remain in the factory to continue at work.

*Second.* It is also agreed that if the Copeland treeing machines are operated in the factory, the operators shall be paid at a rate of wages not less than they can respectively earn at hand work, until a union price is established.

*Third.* It is also agreed that the prices for burnishing on the Rockingham machine shall be  $2\frac{1}{2}$  cents per dozen for shoes and  $3\frac{1}{2}$  cents per dozen for boots.

*Fourth.* That all other prices shall be the same as last season's price-list, and shall continue in force until November 1, 1891, except the changes already agreed upon in the finishing department.

*Fifth.* The factory will be opened, and work resumed, on Wednesday the 11th instant.

GREGORY & Co. by ALVAH T. BRIDGES.

H. H. PRAY, for *International Union*.

The employees in all departments returned to work on the following day and there has been no disagreement since. On the contrary, when the agreement expired, in accordance with its terms, it was renewed by the same parties for a further term of five months.

#### JOHN PEACH—AVON.

A visit of the Board to Avon on February 13 was occasioned by a strike, on February 9, of the lasters employed in the shoe factory of John Peach.

From the employer, and subsequently from the representatives of the Lasters' Protective Union, the Board learned

that the dispute related to prices to be paid for lasting by the Chase machine, which had recently come into use in the factory. The representative of the union, who also represented the lasters directly interested, had previously to the strike suggested to Mr. Peach that he should pay the price demanded by the union for two months, in which time the capacity of the machine could be ascertained by both parties, and that in case of a failure to agree upon a price at the end of that time, the question should be left to the State Board of Arbitration to decide.

Mr. Peach expressed his willingness to accept this proposition, if the time were made one month instead of two, but there was no agreement, and the strike followed. After discussing the case with both sides, with a view to finding and pointing out some way to an understanding, and meeting with encouragement from both parties, the Board appointed Monday, the 16th instant, as the time for a conference of the parties in the presence of the Board, at Brockton, unless a settlement should have been agreed upon before that time, of which there appeared to be a good prospect.

Before the appointed time, a settlement was in fact made, and the men resumed work under an agreement providing that no permanent price should be made for lasting on the Chase machine until a trial had been made of it in this factory for one month, and during that time each of the lasters should be paid such price or prices as should equal \$15 a week, or as much as they had earned at hand work.

#### BOSTON ELECTROTYPERS — BOSTON.

In December, 1890, the Boston Electrotypers' Union No. 11, which included in its membership nearly all of the trade who were employed in the six electrotype foundries of Boston, drew up and presented to their respective employers a price-list specifying the minimum amount of wages to be paid in the several departments. Thereupon the employers



agreed to act together in the matter, and two conferences were had between the employers and a committee of the union. Individual employers also, who preferred a different course, discussed the same subject with their respective shop's crews, but no agreement was reached which would apply to all the foundries. At one of the interviews a general price-list was brought forward by the employers which was lower than the minimum list proposed by the workmen. A strike occurred on February 25 affecting all the Boston foundries, except that of George C. Scott & Son. About 110 men left their work, and the printing offices and publishing houses of Boston were more or less embarrassed by the stopping of the electrotypes foundries.

For some three weeks the Board kept itself in communication with the employers and workmen interested in this controversy, in the hope that on one side or the other would be manifested some desire for a settlement. At length, thinking that the prospect was a little more encouraging, the following note was addressed to the parties to the controversy, on March 19:—

#### COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,  
13 BEACON STREET, BOSTON, March 19, 1891.

TO MESSRS. C. J. PETERS & SONS, H. C. WHITCOMB & CO., L. W. ROGERS, JOHN C. HEYMER & CO., GEORGE C. SCOTT & SON, PHELPS, DALTON & CO., and WILLARD H. HODGKINS, *President of the Boston Electrotypers' Union.*

GENTLEMEN:—As you are well aware, this Board has communicated with you respectively at several times since the beginning of the present controversy, with a view to such action as might appear calculated to effect a settlement.

Being now convinced that the welfare of all concerned will be promoted by a meeting of the employers and workmen for the discussion of all matters of difference, we invite the employers on the one hand, and a committee of the workmen on the other hand,



to meet this Board at No. 13 Beacon Street, Boston, on Friday, 20th instant, at 11 o'clock in the forenoon, not necessarily for arbitration, but to confer together, for the purpose of agreeing upon a settlement, if practicable.

Yours respectfully,

CHARLES H. WALCOTT, *Chairman.*

At the time appointed the employers appeared at the office of the Board, and the workmen were represented by William H. Hodgkins, Daniel W. Daly, Michael E. Ryan, William Farrend and John King.

The matters in controversy, which mainly related to wages, were fully discussed; and Mr. Heymer made a proposition stating the maximum wages which he would agree to pay. All the employers, except Mr. Peters, whose business was in some important respects different from that of the others, expressed their willingness to pay the prices named by Mr. Heymer; but this attempt failed, because Mr. Peters would not come into the arrangement proposed, and for the further reason that the prices were offered as *maximum* prices, when the union was contending for a *minimum* list.

Finally, it was proposed in writing by Mr. Scott, in behalf of his firm and of all the employers affected by the strike, that all the men for whom places could be found should return to work on Saturday or Monday next following, and that the question of wages be then left to the State Board by agreement of both sides, the decision, when rendered, to stand for one year from the date of the agreement.

After some discussion of this proposal, the committee of the workmen after deliberating by themselves, said that, as individuals, they were in favor of accepting the offer, but that in the absence of sufficient authority to do so, it would be necessary to submit the matter to their union, at a meeting to be held that day. This ended the conference.

On the following day the Board was notified that the union had rejected the proposal, at the same time thanking the State Board for the efforts made for a settlement. The employers having been informed of the result, the efforts of the Board terminated at this point. The strike drifted aimlessly until on or about April 6, when it was declared off. Most of the workmen were re-employed, but some had become obnoxious to their former employers, and their services were not desired at any price. On April 7, the employers published the following card : —

*The Electrotypers' Strike.*

In contradiction to a statement in a Sunday paper headed, "Electrotypers Win Fight," the undersigned, representing every electrotype establishment in Boston, desire to inform the public that committees from the men who went out on a strike February 23, upon demands impossible to accept, visited our respective offices April 3 and 4, voluntarily and without suggestion from us, and requested the privilege of going to work again on the following Monday.

The men are to return individually, and to accept places not already filled.

The same wages will be paid as before the strike, and no promises or guarantees have been made for future advancements.

C. J. PETERS & SON,  
GEORGE C. SCOTT & SON,  
H. C. WHITCOMB & CO.,  
J. C. HEYMER & CO.,  
L. W. ROGERS,  
DICKINSON ELECTROTYPE FOUNDRY.

The most careless observer of the facts in this case can not fail to perceive the mistake which was made when the fair and reasonable offer of the employers was rejected by the union. No union and no employer, however power-

ful, can afford to reject such overtures for the settlement of a practical business matter.

#### PRESTON B. KEITH—BROCKTON.

On March 9, the lasters, fifty-five in number, employed by Preston B. Keith at Brockton, went out on a strike. Four days later, the State Board received a formal written notice of the occurrence of the strike, and on the following day interviews were had with the employer, as well as with representatives of the workmen.

It appeared that an increase of wages had been demanded for lasting glove grain, satin oil, Casco, sheep and enameled calf. The reason given for the demand was that it was based on what other manufacturers were paying.

Mr. Keith offered to refer the matter to the State Board of Arbitration, but the proposal was declined, and a strike ordered. Thereupon the employer publicly announced his intention to run a "free shop," ordered ten Chase lasting machines, in addition to two that were already in use, and hired new men to operate them, without regard to whether they were members of the union or not.

Under these very unpromising conditions, the Board made an ineffectual attempt to bring about a conference between the parties, hoping that a settlement might in that way be effected. The employer, however, was well enough satisfied with the situation to be willing to go on in the course which he had marked out.

Mr. Keith obtained all the help needed, and the factory has been considered a "free shop" ever since.

#### CORNELL MILL—FALL RIVER.

On March 11, a strike occurred in the weaving department of the Cornell Mill, of Fall River, involving about 120 employees. The reasons assigned were, the discharge of a weaver named Goss, and differences about wages and meas-

urement of cuts. On March 14, and again on the 17th, the Board visited Fall River, had interviews with the management of the mill and with the secretary of the weavers' association. On the occasion of the second visit, the treasurer and superintendent of the mill met the weavers' representative in the presence of the State Board, and the whole case was talked over.

The treasurer would not consider the re-instatement of Goss, and gave his reasons for declining to do so. He denied all statements to the effect that the weavers had suffered in the diminution of their wages by reason of faulty or unfair measurement of cuts, and offered to satisfy any committee of weavers that the measurements were correct. In reply to the claims made by Mr. Connolly, the weavers' representative, that the wages on two or three items, which were specified, ought to be increased, he said that he should be willing to leave that question to any board of arbitration in Fall River, to make a fair comparison of the wages paid in his mill with wages paid in other mills in the city for similar work, making due allowance for speed, machinery and other conditions affecting the question.

At the conclusion of the conference, it appearing that the discharge of Goss would not be insisted upon as a grievance, provided the other differences could be adjusted, the Board advised that Mr. Connolly lay the results of the interview before the Executive Committee of his association, that evening; and further recommended that the treasurer's offer of arbitration be accepted without delay. The Board also expressed the hope that the treasurer's objection to taking back all the weavers who went out, would not prove an insurmountable obstacle in the way of a settlement.

The Board is informed that a committee was chosen by the weavers' association in accordance with the recommendation made, but although they called upon the treasurer and offered to appoint arbitrators, the proceedings, for some



reason not fully known to the Board, came to a standstill, and no settlement with the union was ever reached.

#### JACOB FOGG — BOSTON.

On March 10, most of the men employed as horse-shoers by Jacob Fogg, in Boston, went on strike, because of refusal to discharge an employee who had once been a member of the Journeymen Horse-shoers' Union, but was then, as alleged, actively hostile to the union.

The employer and representatives of his late employees met at the rooms of the Board and talked the matter over, but without result; for the employer said positively that the man complained of was a good workman, and he would not discharge him. He said further that he did not understand why his business should be interrupted by the attempt of the union to discipline one of its past members, a matter in which he took no interest.

It appeared that the committee of the union by repeated solicitations, before the strike, endeavored to induce the workman to renew his membership and conform to the rules and regulations of the association. They also asked Mr. Fogg to co-operate with them to that end, but he declined.

Other workmen were hired, some of the strikers returned, and as trade was not very brisk at the time of the strike, the interruption of the business was not long continued. After a while every forge was alive and every anvil in use. There was no settlement, the obnoxious workman remained in the shop, the strike gradually dissolved, and the protest of the union ceased to make itself heard.

#### CHIPMAN, CALLEY & Co. — ROCKLAND.

A strike occurred in the shoe factory of Chipman, Calley & Co., at Rockland, on March 17. The Board went to Rockland, on the 21st, and obtained the facts from the superintendent of the factory, and from the representatives



of the International Union who were conducting the strike. It was ascertained that a certain employee, who was a Knight of Labor, was obnoxious to the union machine operators, by reason of his relations to a controversy which had occurred two years earlier, in Whitman. Upon his entering into the employ of Chipman, Calley & Co., the operators refused to work with him, and demanded his discharge. The superintendent showed a disposition to discuss the matter on its merits, and offered to leave it out to the State Board; but before the executive board of the union were apprised of this, the machine operators left their work.

At the suggestion of the State Board, the superintendent met the officers of the union, at the rooms of the Board, in Boston, and after hearing both sides, the State Board expressed the opinion that the men had acted hastily in coming out, while negotiations for a settlement were yet going on between the superintendent and the officers of the union. Therefore, in accordance with the recommendations of the Board, the following course was agreed to:—

The general secretary of the union was to go to Rockland and exert his influence to persuade the workmen to return to work on the following Monday, in order to give the superintendent an opportunity to see what could be done in the premises, to obviate the difficulty. It was intimated that, unless a satisfactory settlement should be arrived at within one month, there would be another strike in the factory.

The superintendent said that, if the men resumed work, he would do all in his power to adjust the difficulty within the time named. The men returned to work, as desired, and the controversy has not since been renewed.

#### M. C. DIZER & CO.—EAST WEYMOUTH.

On March 30 the edge-trimmers and edge-setters employed by M. C. Dizer & Co. at East Weymouth, through

their agent, the secretary of the Boot and Shoe Workers' International Union, made written application to the Board, stating: "The firm has notified the employees in question that the firm considers the prices now paid them too high, and that the same ought to be more fairly adjusted. The employees claim that the existing prices are not unreasonable; and they say further that on or about Nov. 1, 1890, a contract was entered into by Preston Lewis, on the one hand, foreman, and duly authorized thereto by the firm, and said employees on the other hand, by the terms of which agreement the existing prices were to remain in force for one year from Nov. 1, 1890. The firm denies that such an agreement was made."

This application having been laid before the firm, they declined to join in the proceedings by signing the paper as it then stood, because it did not state the whole controversy. The firm, however, expressed a willingness to submit the question, whether a contract has been made as alleged, if, provided a contract should not be proved, they could have, in the same case and on the same application, a decision of the State Board as to the prices that ought in fairness to be paid. No agreement was reached, at this time, for the reason that the representative of the workmen did not feel authorized to submit to arbitration anything except the question of contract.

Both parties were requested to meet with the Board on the following day. At the time and place appointed, the firm met the executive committee of the International Union, who said that, while it would not be denied that a few items on the list presented by the firm were relatively too high, they, nevertheless, relied upon the contract which had been made, as they alleged; and in that view of the case, they could not consent "to open the whole price-list."

At length it was arranged that the committee of the union should take the list submitted by the firm and give it their

careful consideration, with a view to adjusting any inequalities which might be pointed out, and to make such concessions as ought, in equity, to be allowed, and such as would enable the employees to continue the amicable relations which existed between them and the firm. The conference was then adjourned to April 9, in the hope that in the interval the parties would compromise their differences.

On April 9, however, the parties were no nearer agreement than they were before. The union offered to submit the question of prices for Goodyear welts, samples and cork soles, but the firm declined this, saying that they would like to submit the whole matter in dispute to the State Board. The committee said finally that they would confer again with the local union, in East Weymouth, and report to the Board at an early day.

Four days later, information was received that the employees had decided to submit the question of prices to the State Board, as well as the question of contract. Accordingly on April 15, a formal application was signed and presented by the firm, alleging that "the firm claims that the prices paid by them for setting and trimming edges are higher than the prices paid by their competitors, for the same grade of work, and ought in fairness to be reduced, substantially in accordance with a list submitted herewith. The employees deny that the present prices are too high, when all the circumstances are considered. They also claim that in November, 1890, an agreement was entered into by and between the foreman and employees, by the terms of which it was agreed that the existing prices should be continued in force for the term of one year from November 1, 1890; and that the foreman was duly authorized to make such contract. The firm denies that any such contract was made."

The application was promptly laid before the employees interested, but it was not returned with the necessary signatures until May 11. Two hearings were had at East Wey-

mouth, and an investigation of prices paid in other shoe factories was entered upon by the Board, aided by two expert assistants, one nominated by each party to the controversy.

The following decision was rendered on July 9.

*In the matter of the joint application of M. C. Dizer & Co., of East Weymouth, and their employees.*

PETITION FILED MAY 11.

HEARING, JUNE 8, 12.

The questions presented by this case relate to prices to be paid for trimming and setting edges, in the factory of M. C. Dizer & Co., at East Weymouth.

It was claimed in the application and at the hearing, in behalf of the employees, that in November, 1890, an agreement was entered into between the foreman and the employees, by which the firm became bound to pay the existing prices during one year from Nov. 1, 1890. The firm and the foreman deny that any such agreement was made for any fixed time. It was necessary for the Board to dispose of this question in one way or the other before proceeding to consider the changes desired by the firm, and the Board is of the opinion that the evidence adduced at the hearing was not sufficient to prove that the firm agreed to let the prices stand for any stated period.

Coming to the question of prices to be paid hereafter, the Board upon careful consideration recommends the following:—

*Trimming Edges.—Busell or Corthell Machine.*

	Per Doz. Pairs.
Pegged and nailed boots, . . . . .	\$0 15
Machine-sewed, bevelled or square, . . . . .	15
Pump soles, . . . . .	15
Machine-sewed, three-sole, . . . . .	16
Cork-soles and double-deckers, . . . . .	16
Wardwell stitched to heel, . . . . .	22
Wardwell stitched aloft to heel, . . . . .	22
Hand-sewed, . . . . .	25
Goodyears, . . . . .	25
Office samples, per pair 5 cents.	
Customers' samples, per pair 4 cents.	



*Setting Edges. — Union Edge Setting Machine.*

	Per Doz. Pairs.
Three-sole and police goods, . . . . .	\$0 15
Cork-soles, . . . . .	15
Double-soles, Wardwell stitched to heel, . . . . .	15
Tap-sole goods, . . . . .	15
Double-deckers, . . . . .	12
Hand-sewed, set twice, . . . . .	24
Goodyears, . . . . .	15
Office samples, per pair 6 cents.	
Customers' samples, per pair 3 cents.	
All other goods, 12 cents per doz. pairs.	

The above prices for setting are intended to cover blacking the edges. In other respects, however, the above prices are based upon the work as it is now done in this factory.

*Result.* The decision was acquiesced in by all parties concerned.

## RICE &amp; HUTCHINS — BOSTON.

A joint application was presented by Rice & Hutchins and the men employed at treeing boots in their Boston factory. The work was done by hand, and higher wages were sought by the workmen.

After a full consideration of the case in all its bearings, the following decision was rendered on May 22 : —

*In the matter of the joint application of F. A. Page, representing Rice and Hutchins, and the workmen employed at treeing in the firm's Boston factory, represented by Robert T. Kernachan.*

PETITION FILED April 13, 1891.

HEARING, April 16, 20.

The application in this case presents a claim on the part of the employees for an advance in wages for treeing boots and shoes by hand. The firm contends that the present prices are high enough, in comparison with the prices paid by their competitors, some of the prices being, as is claimed, too high. The case, however, as submitted to the Board on both sides, presents simply the question whether any of



the items submitted shall be raised, and, if so, what shall the new price be. The Board is not asked to reduce any item on the list, but simply to consider the claim for an increase.

Having fully considered the case, the Board recommends the following list of prices for the factory in Troy Street, Boston : —

<i>Boots.</i>										Per Doz. Pairs.
Stogas, 17 and 18 inches,	.	.	.	.	.	.	.	.	.	\$0 75
Stogas, 19 and 20 inches,	.	.	.	.	.	.	.	.	.	80
Stogas, 22 inches,	.	.	.	.	.	.	.	.	.	85
All standing grain,	.	.	.	.	.	.	.	.	.	same prices as now paid for standing grain.
Curtis boot, standing or flat,	.	.	.	.	.	.	.	.	.	70
Men's split plow boot,	.	.	.	.	.	.	.	.	.	50
Men's grain plow boot,	.	.	.	.	.	.	.	.	.	35
Men's wool-lined opera boot,	.	.	.	.	.	.	.	.	.	30
Michigan drivers,	.	.	.	.	.	.	.	.	.	75
Strap river boots,	.	.	.	.	.	.	.	.	.	extra 05
Ordinary samples of boots, per pair 9 cents.										
Store samples of boots, per pair 12 cents.										

<i>Shoes.</i>										
Bluchers, split,	.	.	.	.	.	.	.	.	.	18
Bluchers, kip,	.	.	.	.	.	.	.	.	.	22
Plow shoes, split,	.	.	.	.	.	.	.	.	.	18
Oxfords, kip,	.	.	.	.	.	.	.	.	.	21
Workmen's,	.	.	.	.	.	.	.	.	.	18
Pedros,	.	.	.	.	.	.	.	.	.	18
Creedmores, split,	.	.	.	.	.	.	.	.	.	18
Creedmores kip,	.	.	.	.	.	.	.	.	.	22
Drivers,	.	.	.	.	.	.	.	.	.	22
Plymouth Rock Creedmores,	.	.	.	.	.	.	.	.	.	19½
Grain,	.	.	.	.	.	.	.	.	.	09
Samples, per hour, 30 cents.										
Shoes, boot-treed, extra 50 per cent.										

All new work not herein provided for to be settled by agreement.

*Result.* The decision of the Board was received and acquiesced in by all concerned.

## PAINTERS AND DECORATORS — BOSTON.

On April 13, a general strike for \$3 a day, and eight hours on Saturday, was entered upon by the organized painters and decorators of Boston and the immediate vicinity. Some members of the craft vigorously opposed the strike, but about 800 men took part in the demonstration.

On the day of the strike, a committee of the striking workmen called at the rooms of the Board and gave notice in writing that the strike had occurred, and requested the Board to interpose as mediator, with a view to effecting a settlement.

On the 16th, the Board sought and obtained an interview with the secretary of the association of master painters, but no progress was made towards effecting a settlement.

From the beginning, a serious dissension had been apparent in the ranks of the union workmen, in the face of which it was idle to expect very much success from the strike. No desire for a settlement was shown by the master painters, men began to return to work here and there, and after drifting along for ten days to no purpose, the strike was declared off by the following vote which was passed unanimously at a meeting of the striking workmen, on April 23.

“ *Voted*, That, in view of all the circumstances, it is inexpedient to prolong the present controversy with the master painters; and, having placed our case in the hands of the State Board of Arbitration, the strike is hereby declared off, in the hope that there will yet be an opportunity and a disposition on the part of the employers to do us the justice for which alone we contend.”

## W. N. FLYNT GRANITE COMPANY — MONSON.

On April 7, about 45 men, employed as drillers on the works of the W. N. Flynt Granite Company, at Monson, went on a strike because of opposition to an overseer. The strike necessarily deprived the cutters of work, and lasted about

two weeks. At the end of that time, the men returned to work, and subsequently matters were adjusted amicably. During the pendency of the controversy, a letter addressed to the company, asking for information concerning the trouble and offering the services of the Board, was courteously acknowledged; the Board was informed that unless matters were satisfactorily adjusted, a further communication would be sent, but that there was a fair prospect of an early settlement.

The Board heard nothing further of the affair, and doubtless a satisfactory agreement was made.

#### SANBORN & MANN — STONEHAM.

The following decision was rendered on July 6:—

*In the matter of the joint application of Sanborn & Mann, of Stoneham, and the lasters in their employ.*

PETITION FILED MAY 18.

HEARING, MAY 26.

In this case the Board is asked to recommend prices to be paid in the factory of Sanborn & Mann, at Stoneham, for lasting shoes by the Consolidated Hand Method Lasting Machine. After due consideration, the Board recommends the following prices:—

	Per 60 Pairs.	
	Drawing Over.	Operating.
Men's, Boys' and Youths', . . . . .	\$1 35	\$0 70
Split or Fargo tips, extra, . . . . .	05	
Women's Button, . . . . .	90	45
Women's Polish, . . . . .	85	45
Misses' Button, . . . . .	85	40
Misses' Polish, . . . . .	80	40
Children's Button, . . . . .	80	35
Children's Polish, . . . . .	75	35
Goat, grain, buff, and patent leather tips, extra,	05	
Fargo tips, extra, . . . . .	05	

*Result.* The decision was received and acquiesced in by all parties concerned.

## QUARRYMEN AND DRILLERS — MILFORD.

On May 15, the men employed in Milford, as quarrymen and drillers, struck for \$2 a day for quarrymen, \$1.80 for hand-drillers : — nine hours to constitute a day's work for five days in the week, and eight hours on Saturday, without reduction of pay. About two hundred men were involved in the strike ; and when the stock of granite then on hand should have been used up, about one thousand workers would become idle.

On May 28, the following statement of facts was published by Darling Brothers, one of the firms affected by the strike : —

Inasmuch as an issue has been raised by the quarrymen against their employers in the granite industries of Milford, an issue which is liable to affect the prosperity of all the industrial enterprises of the town, we are willing to place before the public such information as will make clear the situation, so that everyone can judge whether, as employers, Norcross Brothers, Darling Brothers and the Milford Pink Granite Company have not met their employees in a fair spirit and upon an equitable, reasonable and just basis. During the last week of April, we received the following demand from Quarrymen's Union No. 40, to take effect within three weeks :

MILFORD, MASS., 1891.

MESSRS. DARLING BROTHERS.

DEAR SIRs:— We present the following bill of prices adopted by Branch No. 40 of the Quarrymen's National Union of Milford and vicinity, April 21, 1891.

1st, That on and after May 15, 1891, all average

quarrymen to receive, . . . . . \$2 00 per day.

2d, Hand drillers receive, . . . . . 1 80 per day.

3d, Powder handlers receive, . . . . . 2 25 der day.

4th, Steam drill runners, . . . . . 2 25 per day.

5th, Men key lewising, . . . . . 2 15 per day.

6th, Nine hours to constitute a day's work for five days  
of the week and eight hours on Saturday.

7th, That men be given time to get out of quarry before  
touching fuse.

8th, That none but union men be employed.



- 9th, For breakers to receive, . . . . . \$2 25 per day.  
10th, This bill to remain in force to May 1, 1892; any  
changes to be made by either party, two months'  
notice to be given.

Signed for the Branch.

Signed for the Company.

The Branch has appointed a committee to confer with the employers on the foregoing bill of prices at any time or place they may designate.

Trusting that good feeling will prevail, and that matters may be satisfactorily adjusted.

THOMAS BOYLE,  
THOMAS J. CONNERS,  
JOHN SULLIVAN,  
*Committee.*

A similar notice was received by Norcross Brothers and the Milford Pink Granite Company.

Previous to this time, the prices paid first-class quarrymen was twenty cents an hour, with no reduction for Saturday when only eight hours were worked. To the above demand we sent the following reply:—

MILFORD, MASS., May 12, 1891.

MESSRS. JAMES BOYLE, THOMAS J. CONNERS and JOHN SULLIVAN.

GENTLEMEN:—Replying to your communication of recent date relative to prices to be paid to our quarrymen for the coming season, we have to say: We have considered this matter thoroughly and have decided to pay 22 cents per hour for competent, skilled quarrymen, this being the maximum price; for quarrymen not first class we propose to pay such prices as their services are worth to us; those quarrymen not considered under the 22 cents per hour head, will receive an addition to their present rate of wages, pro rata to above; in all cases under this raise of price, we shall pay strictly by the hour, that is, for the actual number of hours worked.

Respectfully yours,

DARLING BROTHERS.

Substantially the same reply was sent to the committee of quarrymen, we are informed, by Norcross Brothers and the Milford Pink Granite Company, which was a concession of a ten per cent. increase to all classes of quarrymen over the old prices. On May 14, our quarry office in Milford was visited by a delegation from



the quarrymen, who made the following demand, which was taken down in writing as given : —

QUARRY OFFICE, MILFORD, MASS. May 14, 1891.

DEMAND OF QUARRYMEN.

Steam drillers and breakers to have 25 cents per hour; steam drillers to be paid the actual time they work, and the remainder of the time to be paid the same as quarrymen.

Drillers to be paid 20½ cents per hour.

Quarrymen to be paid 23 cents per hour.

All men to be union men.

Lewisers to be paid the same as quarrymen, 23 cents per hour.

Two (2) apprentices to every gang of quarrymen and drillers.

On the next day, May 15, the quarrymen abandoned their positions, notwithstanding our proposition, which offers to them a higher price than is paid in any quarry with which Milford stone comes in competition. Our concession of ten per cent. increase over former wages is a greater advance than was asked and granted our cutters, April 1.

This bill of prices advances the cost of producing stone in Milford beyond that of any granite produced in New England, and perils the prosperity and progress of the entire industry in the town.

The prices at which we are obliged to figure to secure work will not warrant further concession, and farther we shall not go. If the quarrymen of Milford are not disposed to accept the increase of ten per cent. which we offered, we shall feel obliged to take steps to fill their places from other sources, and shall ask the co-operation of fair-minded men of Milford in securing that end.

DARLING BROTHERS.

On the day following the publication of the foregoing statement, the full Board went to Milford, for the purpose of inquiring into the circumstances of the case, and to bring the parties together, if it could be done. The Board at first called upon the chairman of the selectmen, Mr. A. A. Taft, who introduced Mr. Z. C. Field, chairman of a committee chosen at a meeting of business men, with instructions to do all in their power, in the interest of all the citizens, to effect a settlement of the strike.

Both gentlemen expressed an interest in the matter, and a willingness to co-operate with the Board in attempting to effect a settlement. The members of the employing firms were not in town on that day, and for that reason the Board was unable to see them personally, but their attitude towards the strike was ascertained with sufficient accuracy.

The Board then had an interview with the workmen, and it was learned that their agent was then conducting negotiations with the several firms, and that there was reason to expect an amicable solution of the trouble at an early day. Accordingly, after explaining carefully the duties and functions of the State Board, as mediators and arbitrators, and giving some advice of a general nature calculated to expedite a settlement, the Board withdrew under an assurance that due notice would be given of the result of the negotiations that were going on.

On June 3, these efforts resulted in an agreement which ended the strike, and the men after being idle about two weeks, returned to work at an advance of ten per cent. Later in the month, in reply to a request from the State Board, the following letter was received from the representative of the Quarrymen's Union : —

QUARRYMEN'S NATIONAL UNION, U. S. A.,  
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR,  
HEADQUARTERS NATIONAL UNION SECRETARY.  
QUINCY, MASS., JUNE 24, 1891.

*To the State Board of Arbitration,*

GENTLEMEN : — In answer to your request as to the result of the Quarrymen's strike in Milford, I would say that the men resumed work, after being out two weeks, on the basis of a ten per cent. advance which was offered previously by the employers, but in such a manner that the quarrymen felt as though there was not a fair recognition of the Branch, as there was no call for the committee which the Branch stated was ready to meet the employers to arrange matters, also the wording of the communication which was sent by the employers which led the quarrymen to believe that

none but the most skilled would receive 22 cents per hour. They were demanding 23 and finally came down to 22½ and upon my advice, after investigation, they accepted the ten per cent. advance all round.

The union is recognized, the agreement being signed by the firms; and harmony prevails, everything moving along smoothly. I trust this statement will be satisfactory.

Thanking the Board for their efforts in behalf of conciliation between employer and employee, I am,

Respectfully yours,

JOHN J. BYRON, Q. N. U. Sec.

J. W. THOMPSON & Co. — MEDWAY.

On May 23, a strike occurred in the shoe factory of J. W. Thompson & Co., at Medway, arising out of a desire of the firm for lower prices for stitching on flat and cylinder vamping machines, and for work on the Union edge-setting machine.

Formal notice of the controversy was first received by the Board on May 28, and on June 4, both firm and employees signed a joint application requesting the Board to fix prices for the above-mentioned work, the Board's prices to take effect from July 8, the time when work was to be resumed.

The Board took under consideration the items submitted, and on July 6, the following decision was rendered:—

*In the matter of the joint application of J. W. Thompson & Co. of Medway and their employees.*

PETITION FILED JUNE 4.

HEARING, JUNE 11.

The Board is asked in this case to fix prices to be paid in the factory of J. W. Thompson & Co. of Medway for stitching vamps (dry thread) and for setting edges. Upon due consideration, the Board recommends that the following prices be paid in the factory of this firm at Medway.

*Congress, Button or Balmorals.*

	Per 24 Pairs.
Vamping, Singer cylinder, 18 stitches to inch, . . . .	\$0 60
Vamping, Singer cylinder, 3 rows, 18 stitches to inch, . .	80
Vamping, scalloped, 1 row, 28 to a pair, extra, . . . .	25
Vamping, Merrick machine, two-needle, 14 stitches to inch, .	24
Vamping, Singer machine, flat, third row, 14 stitches to inch, extra, . . . . .	13
Vamping, Singer, flat, button or balmorals, 16 stitches to inch, .	36
Vamping, Singer, flat, congress, 16 stitches to inch, . . . .	32
Setting edges, union machine, one setting and blacking included,	28

*Result.* The decision was accepted and acted upon by all persons concerned.

## ARLINGTON MILLS — LAWRENCE.

About one hundred wool-sorters employed in the Arlington Mills, at Lawrence, struck on May 25, to enforce a demand of their union for higher wages.

On June 1, the Board went to Lawrence, and had an interview with the superintendent of the mills, and learned in a general way of the claims made by the workmen. On the following day, the Board called upon the treasurer of the mills, at his office in Boston and were assured by him that the workmen should be reinstated; that thereupon a committee of the wool-sorters should call upon Messrs. Redford and Hartshorn, representing the mills, and agree upon a price-list; and that if a price-list thus agreed upon should not subsequently give satisfaction to the wool-sorters, he would, after fair trial made, modify it so as to enable them to earn as much as they had earned before the strike.

On the next day, the Board went to Lawrence and were met by a committee of the wool-sorters, who expressed a purpose and desire to see the managers of the mills. The merits of their demands were discussed at length with the Board, and they were further encouraged to call upon



the officers of the corporation, upon being told of the reasonable attitude assumed by the treasurer. The Board then called at the office of the mills, saw the agent and the superintendent, and made arrangement for a subsequent interview between them and a committee of the workmen, on the afternoon of the same day, for the purposes suggested by the treasurer.

It was subsequently ascertained that the proposed meeting took place, and at another subsequent meeting prices were agreed to for sorting three grades of wool, which materially increased the wages above what had formerly been paid in these mills, and the men thereupon returned to work.

By this strike the wool-sorters lost \$2,600 in earnings, and the mills were necessarily embarrassed to some extent.

If, instead of striking, under the smart of injustice or what was deemed unjust, the workmen had appealed to the State Board without leaving their work, there can be no doubt that the same concessions would have been granted, rather than have a strike precipitated. The cost to the workmen would have been nothing. There would have been no loss in the production of the mills, and no harsh feelings to be worked off subsequently, whenever there might be an opportunity.

#### HOUGHTON, COOLIDGE & Co. — ASHLAND.

The following decision was rendered on June 27 : —

*In the matter of the joint application of Houghton, Coolidge & Co., of Ashland, and the lasters in their employ.*

PETITION FILED JUNE 12.

HEARING, JUNE 18.

In this case the Board is asked to determine what price shall be paid for stitching vamps on the Merrick three-needle machine.

After hearing the parties and giving the matter full



consideration, the Board recommends that in the factory in question the firm pay for this work at the rate of twelve cents per dozen pairs.

*Result.* This decision was accepted and adopted by the parties concerned.

#### SEWER LABORERS — MARLBOROUGH.

On June 12, the Board received a joint application in writing, signed by John Dalton, as clerk of the sewer committee of the city of Marlborough, and by the Rev. P. A. McKenna, representing the laborers employed by the city in the construction of a system of sewers. The substantial parts of the application were as follows : —

“The laborers are paid 15 cents, 17 cents and 20 cents per hour, instead of being paid \$1.50, \$1.75 and \$2 per legal day of nine hours, as they claim they ought to be. They have sent in petitions several times to that effect, urging that they receive the benefit of the law, and protesting against what they consider its evasion, since they receive respectively \$1.35, \$1.58 and \$1.80 per day of nine hours. The Sewerage Construction Committee of twelve members were, each time of the hearing, evenly divided, — six in favor of the laborers’ demand and six opposed to it.

“At a mass meeting in City Hall, held June 8, a committee of six citizens were appointed to meet the Sewerage Construction Committee and urge that the demands of the men be acceded to; and in case of a failure of settlement, that the State Board of Arbitration be immediately appealed to.”

It was further agreed at the hearing and made part of the joint application “That the State Board shall fix a fair day’s pay for pipemen and ledgemen.”

A public hearing was heard at Marlborough, and, after due consideration, the Board rendered the following decision on June 25 : —

*In the matter of the joint application of the Sewerage Construction Committee of the city of Marlborough, and the laborers employed by the city in building sewers.*

PETITION FILED JUNE 12.

HEARING, JUNE 15.

This case presents the question of what wages, under all the circumstances, the city of Marlborough ought to pay to the laborers employed by the city in building its sewer system. This work was begun last year, in accordance with a vote of the town and a special act of the Legislature. The town was then paying substantially all its laborers on the highways the sum of two dollars per day of ten hours, only about five per cent. of those employed receiving any less. When the sewer work was entered upon, the greater portion was let out on contract. A part, however, was retained, to be constructed by the citizens of Marlborough, and on this part laborers were employed by the city, and were paid at the rate of two dollars per day till the end of the year. In January, 1891, Marlborough became a city, and on the first of the same month, the following act, passed by the Legislature of 1890, took effect.

[STATUTE 1890, CHAPTER 375.]

AN ACT CONSTITUTING NINE HOURS A DAY'S WORK FOR ALL LABORERS, WORKMEN AND MECHANICS EMPLOYED BY OR ON BEHALF OF THE COMMONWEALTH OR ANY CITY OR TOWN THEREIN.

SECTION 1. Nine hours shall constitute a day's work for all laborers, workmen and mechanics now employed or who may be employed by or on behalf of the Commonwealth of Massachusetts or any city or town therein and all acts and parts of acts inconsistent with this act are hereby repealed.

SECT. 2. This act shall take effect on the first day of January in the year eighteen hundred and ninety-one.

In April last, the city committee charged with the construction of sewers, made an effort to bring about a change and to establish payment by the hour, at the rate of 20 cents

and 15 cents, leaving it optional with the men whether they would work nine or ten hours in a day. The men elected to work nine hours, but there seems to have arisen a misunderstanding or failure to agree on the question of wages. The city committee then graded the men in three classes, according to the difficulty of the work or the skill required, and it was proposed by some of the committee to pay them respectively 15 cents,  $17\frac{1}{2}$  cents and 20 cents per hour, or \$1.35, \$1.58 and \$1.80 per day of nine hours, paying for eight hours on Saturday as for a full day of nine hours. The workmen objected to this proposition, and claimed the benefit of the shorter day established by law of the State, without any diminution of their earnings. When the matter came to a vote in the city's committee, there was a tie, and the question has remained undecided ever since.

The Board has been appealed to by all parties directly interested, and is asked to say (1) How and to what extent is the nine-hour law mandatory upon the Marlborough city government, with reference to the question here presented? and (2) What under all the circumstances of the case, and with proper regard to the nine-hour law, is it fair that the city should pay its own citizens employed in building the sewers?

A public hearing has been had at Marlborough, and all parties interested have had an opportunity to be heard. After careful consideration, the conclusions of the Board are :

1. That the St. 1890, c. 375, was intended to establish a nine-hour working day for men employed by a city or town on work like the sewer work of Marlborough. The Board does not, however, understand that the law was intended to prevent a workman from working more hours, if for any reason he prefers to do so, nor does it appear that any of these workmen have been required to work more than nine hours per day.

2. That the grading of the workmen into three principal

classes, with an additional grade of pipe-men and ledge-men, was not objected to, at the hearing, by the workmen, and the Board assumes that that classification will stand substantially as it has already been applied in practice.

3. That wages shall be paid by the day, as was the practice before the nine-hour law took effect, at the rate of \$1.50, \$1.75 and \$2.00 per day of nine hours for the pick-and-shovel men in the three principal grades; the pipe-men and ledge-men to receive \$2.25 per day of nine hours. It is understood that eight hours will continue to be a day's work on Saturday, the same as heretofore.

4. By agreement of parties at the hearing, this decision is to take effect from the fifteenth day of June, 1891.

*Result.* The Board's decision settled the matters in controversy, and was acquiesced in by all concerned.

#### C. D. PECKER & CO. — LYNN AND GREAT FALLS.

The following decision was rendered on September 8:—

*In the matter of the joint application of Charles D. Pecker & Co., of Lynn, and their employees.*

PETITION FILED JULY 31, 1891.

HEARING, AUGUST 5, 11.

The questions submitted to the Board for decision in this case have arisen from the fact that the firm has separated the cheap grade from the better grade in its Great Falls Factory, and has sought to establish a lower scale of wages for bottoming, on the cheap grade of work. The cheap grade is designated in this factory by a red tag—the higher grade by a yellow tag. The firm has also adjusted the price-list for the yellow tag work, raising some items and lowering others, with a view to making the list fairer as a whole. Both lists have been submitted to this Board for revision and change, if, upon a fair comparison with competitors, and all the conditions being regarded, it should be found that any of the items ought to be increased. The firm has



not asked for a reduction of any item in the lists submitted to the Board as now in operation in the factory; so that, with the Board, it is merely a question of reporting the firm's figures or something higher. Many of the items agreed to by the parties are included in the Board's lists for convenience.

Having heard the parties, and after such investigation into the subject as seemed to the Board necessary, the following lists are recommended for the Great Falls factory, the prices here given to take effect by agreement of parties from July 23, 1891, and to remain in force until Sept. 1, 1892, unless sooner terminated by either party by notice in writing to be given to the other party, stating that, at the end of sixty days from the giving of the notice, the party notifying will cease to consider the decision binding.

	Per case of 60 Pairs.	
	Yellow Tag.	Red Tag.
McKay stitching, . . . . .	\$0 35	\$0 30
Beating out, Bresnahan lever machine, . . . . .	30	25
Beating out, Bresnahan lever machine, spring heels, . . . . .	40	35
Randing out by hand, shanks and foreparts, . . . . .	20	15
Nailing and shaving, McKay machine, . . . . .		40
Nailing and shaving, automatic machine, . . . . .	45	
Nailing, Rapid machine, . . . . .	35	
Nailing toplifts, three nails, by hand, . . . . .		10
Nailing toplifts, three nails, wire-grip machine, . . . . .	07½	
Nailing spring heels, wire-grip machine, . . . . .	17½	16
Shaving heels, Smith machine, . . . . .	30	
Scouring heels, Emerson machine, . . . . .	21	17
Breasting heels, . . . . .	10	09
Trimming edges, Busell machine, . . . . .	.30 and 35	28
Trimming edges, Busell machine, spring heels, . . . . .	85	80

*Setting Edges. — Set Once, Blacking Included.*

Setting edges, Dodge machine, . . . . .	.40 and 45	35
Setting edges, Dodge machine, fair stitch or Scotch edge, . . . . .	.45 and 50	40
Setting edges, Dodge machine, spring heels, . . . . .	90	85
Setting edges, Dodge machine, spring heels, fair stitch or Scotch, . . . . .	95	90
Setting edges, Union machine, . . . . .	55	

	Per case of 60 Pairs.	
	Yellow Tag.	Red Tag.
Setting edges, Union machine, yellow or Scotch edge, .	\$0 60	
Setting edges, Union machine, fair stitch, . . . .	60	
Setting edges, Union machine, spring heels and fore- parts, . . . . .	1 05	
Setting edges, Union machine, fair stitch or Scotch, .	1 10	
Setting edges, Union machine, Goodyear welts, . .	95	
Blacking heel-seats, . . . . .	02 $\frac{1}{2}$	\$0 02 $\frac{1}{2}$
Buffing foreparts, shanks and top pieces, Emerson machine, . . . . .	30	25
Relasting, . . . . .	15	
Putting on Scotch edge, . . . . .	20	18
Randing heel-seats, McKay machine, . . . .		06
Randing heel-seats, Smith machine, . . . .	10	
Burnishing heels, single Tapley machine, black once, burnish twice, on lasts, . . . . .	50	
Burnishing heels, single Tapley machine, black once, burnish twice, off lasts, . . . . .	40	
Burnishing heels, twin Tapley machine, black twice, burnish once, . . . . .		30
Burnishing heels, single Tapley machine, whole stock, on lasts, . . . . .	50	
Burnishing heels, single Tapley machine, whole stock, off lasts, . . . . .	40	
Burnishing heels, single Tapley machine, whole stock, Goodyear and hand turns, . . . . .	50	
Heel-beading by machine, . . . . .	10	10
Taking out lasts, . . . . .	08	
Hard bottom finish, first coat, . . . . .	15	15
Hard bottom finish, second coat, . . . . .	15	10
Hard bottom finish, three coats and filled centre, . .	40	
Hard bottom finish, Cincinnati, . . . . .	40	
Cleaning bottoms, Naumkeag machine, . . . .	10	08
Lining and tying, cloth bottom-lining, . . . .	12	12
Lining and tying, kid bottom-lining, . . . .	20	
Cleaning uppers, . . . . .	10	09
Gumming on, fair stitch, . . . . .	10	
Bottom finishing per day, \$2.25.		
Samples, all parts on which extra work is required, 40 per cent. extra.		

Except as provided above, the foregoing prices are to apply whether the work is done on or off the lasts for yellow tag work; the prices for red tag work, off the lasts only.

*Result.* The decision was accepted and practically applied by all parties concerned.

#### RICE & HUTCHINS — BOSTON.

On August 25, 1891, the Board gave a hearing on the joint application of Rice & Hutchins and their lasters represented by William H. Marden.

F. A. Page, superintendent, appeared for the firm, and complained that the Lasters' Union had recently introduced a stint into the firm's Boston factory on Troy Street; that until a short time prior to the date of the application, the lasters had done thirty dozen pairs a day on the McKay-Copeland Machine—three men to a machine, and working ten hours. There were three machines and also twenty hand-lasters. All at once the machine lasters left their work at 4.30 o'clock after having done twenty-seven dozen pairs and claiming that that amount was a fair day's work. Mr. Page told them that unless they could stay at work until six P.M. they need not come at all. They then remained at work until six o'clock, but doing only twenty-seven dozen. A little later on they began to leave at 4.30 again, although the factory was full of orders and the superintendent anxious to get the work along as fast as possible. The men said they were willing to do as the superintendent wished them to do, but that the union restricted them to a stint.

Mr. Marden, for the workmen and union, said that he could not of his own knowledge say that the union had prescribed any stint for this factory—although Mr. Page's statement might be true—that he did not believe in stints, and, if a manufacturer were driven, he thought the men ought to do all in their power to help him out. But he said

that in Natick, North Brookfield and other places, the men did only twenty-five dozen a day on this machine, while Mr. Page's men were doing twenty-seven dozen.

Mr. Page said that he understood that it was true that the stint in other shops was twenty-five dozen.

The application did not state any question or issue for the Board to decide ; but towards the end of the discussion, Mr. Page said that although he disliked the idea of having any stint in his shop, he must insist upon a fair day's work for ten hours, and would ask the Board to say how many pairs the men ought to do in that time. Mr. Marden thought that this would be beyond the province of the Board ; but the Board was of the opinion that, while it would not be proper to take up that question under the present application, if, upon further consideration, Mr. Page wished to present that question for the consideration of the Board, upon a new application and in such a manner that the union and workmen might be fully informed of the question to be submitted, the Board would entertain the case. It was suggested, however, that in the mean time there be a conference between the superintendent and Mr. Marden or the workmen interested. Mr. Page expressed his intention of asking the Board to decide upon the amount of work, stating his conviction that the union was hostile to the machines, and would not let the men do a fair day's work on them.

The hearing was then closed.

#### CHICK BROTHERS — HAVERHILL.

The Board was called to Haverhill on September 1, upon a representation that a controversy existed between the firm of Chick Brothers, shoe manufacturers, and the local unions, which, if not settled, threatened to involve many other shops in that city. The Board called at the factory and had a long interview with Mr. Chick, one of the firm.

He stated that the trouble had been over a price-list for



cheap and medium shoes, averaging about ninety cents a pair. The former price-list was to run out on July 1, 1891; and as early as January last, the firm proposed to the unions that a price-list should be agreed to for another year. Many interviews were had with Mr. Rogers, the agent of the local shoe council, but no agreement was arrived at. Mr. Chick said that the firm did not wish to cut any one down, but neither could they agree to any advances. They did, however, express their willingness to make their factory a union shop throughout and employ none but union workmen. After waiting until August for the union to make some agreement with them, the firm at last determined to strike out a course for themselves, and, on Saturday, August 22, all their employees, about three hundred in number, were discharged. They were told at the same time that the firm had nothing against them, and those who chose might come in, on Monday morning, with the understanding that the price-list which had previously been in force in the factory would remain in force for one year from that time. On Monday some of the employees in each department returned, the factory started up and continued to run, although fewer hands were needed than would have been the case had the market been more active.

Mr. Chick said that if the secretary of the International Union had kept his appointment with him, no doubt a settlement might have been agreed upon before the firm took the decisive step referred to; that now it was too late to talk with the union, or treat with them, either directly or through the State Board, for the reason that there was now nothing to be settled. The firm had all the workmen they wanted, and would not under any circumstances discharge any, in order to make room for others.

Mr. Chick said further that, if a proposition to leave the price-list to the State Board had been seasonably suggested, the firm would have been very glad to agree to that means

of reaching a solution of the difficulty ; but now he did not wish to re-open the discussion, although he was perfectly willing to present the Board with all the facts.

Afterwards, on the same day, an account of this interview was given by the Board to the executive committee of the shoe council, but no further action was suggested by any one with a view to a settlement, for the reason that, from the manufacturers' point of view, there was nothing to be settled.

#### BARNABY MILLS — FALL RIVER.

On September 2 the weavers employed in the Barnaby Mills, Fall River, about 182 in number, struck for higher wages on three classes of work, or — from the workers' point of view — it was a strike against a reduction from the former prices. Several committees called upon the treasurer, but were unable to obtain any information as to what course he intended to pursue, in case the weavers should return to work.

On September 21, the State Board, being of the opinion that something might be done towards effecting a settlement, visited Fall River and called upon the treasurer. He declined to say in advance what he would do or would not do, in case the weavers should decide to return to work, but the impression was received that if the strikers should be induced to resume work, he would take into consideration some, at least, of their complaints. A report of the interview was thereupon given to the weavers, through their representatives, and they were requested to appoint a committee, to meet the Board on its next visit, on the 23d inst. They did so ; and at that meeting, in view of all the information obtained, the Board recommended that the committee of weavers call upon the treasurer, and, if possible, arrange matters with him by some sort of agreement. But if the attempt should prove to be ineffectual as before, they were

advised to return to their looms on the 28th of the month, stating that they did so by advice of the State Board.

Two days later, a committee called upon the treasurer, who told them that he would at any time receive a committee of his own employees, and discuss with them any grievances that might be complained of, but deprecated "outside interference;" and said that, if they should return to work on the 28th, he would then consider their grievances, if they had any.

The result of this interview having been reported to a meeting of the weavers, a member of the State Board being present, it was voted that they should return to work on the 28th, and that a committee be appointed to present to the treasurer the complaints of the weavers. This ended the strike, and the Board has since been informed that after the weavers had resumed work, some concessions were made by the management.

GEORGE H. PAGE (Hotel Langham) — BOSTON.

An application was received, on October 20, from a committee representing the waiters employed at Hotel Langham, on Washington Street, in Boston. The statement was that "the waiters demand that their wages be raised to \$30 per month; that their hours of labor shall not exceed ten hours a day on an average, or seventy hours a week in the whole; the waiters to be entitled to have every other Sunday to themselves, without reduction of wages."

The employer, having been notified of the application, said that he did not care to submit anything to arbitration, but he had no objection to meeting the committee in the presence of the State Board. Accordingly, on the 26th, there was such a meeting, Paul D. Averett, of the Boston Waiters' Alliance, and two of the hotel employees appearing to represent the waiters. Matters were fully discussed, but

time being desired for consideration, the Board suggested that the committee return to their constituents and apply for larger authority in the premises, and, having obtained this, to call upon Mr. Page on the following morning, with a view to a definite settlement of all the matters in dispute.

The Board was subsequently informed that the course pointed out was followed with good success; for the waiters received an advance in their wages, and it was arranged that, instead of Sunday, which was a busy day, they should have some other day as a holiday each week.

Both parties expressed themselves as well satisfied with the agreement, and so a difference which promised at one time to lead to a troublesome and expensive strike was amicably adjusted in a rational and business-like manner.

#### AUSTIN FORD & SON — CAMBRIDGE.

On October 10, a strike occurred at the granite works of Austin Ford & Son, Cambridge, the men alleging that they were resisting a reduction of wages. Six days later the Board was informed that the employees had proposed to leave the decision of the case to the State Board, but subsequently both sides agreed to leave the dispute, which had been reduced to a question of proper measurement of a stone, to a committee of three persons who were agreed upon.

This committee met promptly, and the State Board was duly notified of their decision, which was accepted as a solution of the dispute.

#### HARRISON LORING — BOSTON.

On the 24th day of October, a strike of about one hundred and fifty men occurred at the City Point Works of Harrison Loring, in South Boston. Comparatively little notice was taken of the demonstration, outside of the per-



sons immediately interested, until about a fortnight afterwards, when the attention of the State Board was formally directed to it.

The employers were engaged in the work of building for the United States government a steel cruiser and three tugs, and although some of the workmen returned and accepted the terms offered, yet the unsettled controversy caused so much embarrassment to the builders, that they deemed it expedient, on November 7, to notify the authorities at Washington that a strike had occurred, and that they should claim the benefit of the strike clause in their contracts.

On November 9, the Board received formal notice of the controversy from a committee of the workmen, who called by invitation of the Board at the rooms at No. 13 Beacon Street. On the following day, the Board called at the City Point Works, and had an interview with the recently employed superintendent, James Guyler, who stated the case substantially as it had been put by the men.

It appeared that, for purposes of economy and safety, it had been decided to require the outside workmen to stop working at 5 o'clock, and the employers were not willing any longer to pay the men for an hour that was practically lost, by reason of the darkness. It was also urged that there was too much danger and liability to accidents, if the men were required or allowed to leave the vessels after dark. The men were desirous of earning a full day's pay and objected to knocking off at five o'clock, because their earnings, none too great, were thereby diminished by one tenth.

Mr. Guyler expressed his conviction that the course adopted by the management was the only proper and business-like method of dealing with the question; but he could employ with advantage a larger number of men than he then had, and if the men could be induced to return, upon the terms named by him, he should be glad to welcome

them. He then exhibited the works and the yard to the members of the Board, and pointed out the places where, as he contended, the workmen would necessarily encounter great danger if they stayed at work so long as to be obliged to leave the vessels in the dark. At parting, it was suggested that he meet a committee of the workmen, at the rooms of the State Board on the next day, to which he assented; and being requested by the Board to do so, said that in the mean time he would consider the whole business afresh, with a view to making some concession that, without working any practical disadvantage to the business, might tend to facilitate an understanding with the men.

At the time and place appointed, a committee of the workmen appeared, and Mr. Guyler and Mr. Atherton Loring represented the employers. The men proposed that work during the short days should begin at 6.30 A.M. and 12.30 P.M. and leave off at 5 o'clock. The superintendent replied that, in consequence of the interview with the State Board the preceding day, he was prepared to make a better offer than had been made hitherto. Several propositions were then made and discussed, and finally an agreement was outlined, which the Board approved as fair, and was thereupon put in writing and read in the presence of both parties as a statement of their agreement. Having received the approval and assent of both parties, the agreement was filed and recorded with the records of the State Board as follows:—

At a conference had this day in the presence of the State Board of Arbitration, at which were present James Guyler, the superintendent of Harrison Loring's City Point Works, and Thomas Anderson, Michael Madden and Charles Livingstone, a committee representing the workmen who went on strike October 24, it was, after some discussion, agreed that during the short days the outside men shall come in to work in the yard at 6.30 o'clock in the morning, and at 12.30 o'clock after dinner, and shall knock off at

5 o'clock in the afternoon; and do this every working-day, including Saturday, thus working ten hours every day except Sunday. This arrangement shall continue until the days are long enough to make it advisable to return to seven o'clock and one o'clock as the hours for beginning work; and when that time shall arrive, the day on Saturday shall be nine hours again with ten hours' pay. It is also agreed that all those who are now on strike, and have not obtained employment elsewhere, shall report to-morrow morning (Wednesday) at half-past six o'clock.

The men returned to work on the next day following, and all concerned expressed the gratification caused by the prompt adjustment of the difficulty by the State Board.

#### PHIPPS & TRAIN — NEWTON.

A strike occurred, on November 16, of the employees of Phipps & Train of Newton, manufacturers of spun silk, occasioned by a reduction of the price paid for dressing white silk from 26 cents to 22 cents. Also for Tussah hanks it was proposed to pay  $9\frac{1}{2}$  cents in place of 12 cents, and 205 lbs. per week were required of each workman, instead of 180 lbs. as formerly.

The Board was apprised of the controversy on November 20 by the workmen, but were informed at the same time that an interview had been arranged with the firm, to take place on the morrow, for the purpose of coming to an understanding, if possible. The interview took place, but nothing was accomplished; and on the 30th, the workmen gave the Board formal notice of the strike, and requested their services and counsel.

Accordingly on the day next following, the Board called upon the firm, at their place of business. It was ascertained that the business was practically at a stand-still, orders were not pressing, and the firm was convinced that the condition of trade would not warrant the re-instatement of the workmen at the old prices.

At the date of this report the controversy is still unsettled. Some propositions concerning the rate of wages have been exchanged, but nothing yet agreed to.

GOULD & WALKER — WESTBOROUGH.

On December 12, a joint application was received from Gould & Walker, shoe manufacturers of Westborough, and their employees in the stitching, bottoming and sole-leather departments.

To decide the case it will be necessary for the Board to agree upon a price-list of upwards of eighty items; and at the date of this report, the case is still under consideration.

The foregoing is respectfully submitted.

CHARLES H. WALCOTT,  
RICHARD P. BARRY,  
EZRA DAVOL,

*State Board of Arbitration.*

FEBRUARY 1, 1892.